Office - Supreme Court, U.S.
FILED
NOV 17 1983
ALEXANDER L. STEVAS,
CLERK

No. 83 - 87

In The

Supreme Court of the United States

OCTOBER TERM, 1983

BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95, TERRANCE C. PARKS, CHARLES R. FOX and BERNIE RINEHART,

Petitioners,

vs.

JESSE A. VAIL,

Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

JOINT APPENDIX

THOMAS R. MILLER
Miller, Tracy & Braun
Law Offices, P.C.
316 S. Charter
Monticello, IL 61856
(217) 762-9416
Counsel for Petitioners

MARC J. ANSEL
Erwin, Martinkus, Cole & Ansel, Ltd.
501 West University Avenue
Champaign, Il 61856
(217) 351-4040
Counsel for Respondent

PETITION FOR CERTIORARI FILED JULY 15, 1983.
CERTIORARI GRANTED OCTOBER 3, 1983.

JOINT APPENDIX

NO. 83-87

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1983

BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95, TERRANCE C. PARKS, CHARLES R. FOX and BERNIE RINEHART,

PETITIONERS,

vs.

JESSE A. VAIL,

RESPONDENT.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

INDEX TO APPENDIX

Pages

Chronological List of Relevant Orders and Other Proceedings 1

Proceedings in the United States District Court for the Central District of Illinois, Danville, Illinois

Complaint 6

Motion to Dismiss for Lack of Jurisdiction 23

Order 24

Answer 25

Findings of Fact, Conclusions of Law, Memorandum Opinion, and Final Order 31

Judgment 32

Notice of Appeal 34

Proceedings in the United States Court of Appeals For the Seventh Circuit, Chicago, Illinois

Opinion 36

Judgment 37

Proceedings in the United States Supreme Court

Order Allowing Certiorari 38

CHRONOLOGICAL LIST OF RELEVANT ORDERS AND OTHER PROCEEDINGS

Proceedings in the United States District Court for the Central District of Illinois, Danville, Illinois

Date	Proceedings
4/28/81	Complaint filed.
5/18/81	Motion to Dismiss for Lack of Jurisdiction by Defendants, Board of Education of Paris Union School District No. 95,Terrance C. Parks, Charles Fox and Bernie Rinehart, filed.
	Memorandum in Support of Motion to Dismiss by Defendants' attorney filed.
5/26/81	Plaintiff's Opposition to Motion to Dismiss for Lack of Jurisdiction filed.
6/5/81	Order entered denying Defendants' Motion to Dismiss. (BAKER,J.) Copy mailed to attorneys of record.
7/1/81	Motion to Dismiss Counts V & VIII of Plaintiff's Complaint or in the Alternative Answer to Counts I - VIII of Plaintiff's Complaint filed by Defendants.
	Affidavit of Terrance C. Parks In Support of Motion to Dismiss and Affidavit of Dr. James Cherry In Support of Motion to Dismiss filed.

Answer filed by Defendants.

7/8/81 Plaintiff's Opposition To Defendants' Second Motion to Dismiss filed.

7/31/81 Defendants' Motion to Dismiss denied. See written Order.
(BAKER,J.) mcb
Copy mailed to attorneys record.

10/14/81 Hearing on Status. App: For Plaintiff - Marc J. Ansel, For Defendants - S. Craig Smith. Status call held. Discovery completed. Cause allotted for pre-trial conference 12/2/81 at 9:00 a.m. (BAKER,J.)

11/30/81 Plaintiff's Pre-trial Memorandum filed.

12/2/81 Memorandum For Pre-trial Conference filed by Defendants.

12/4/81 Pretrial Minutes entered.
App: For Plaintiff - Marc J. Ansel; For Defendants - S. Craig Smith
This matter is set for bench trial 1/4/82 at 9:30 a.m. Estimated length of trial is 1-2 days. In the event trial is not concluded on 1/4/82 it is agreed by the parties that the matter will continue 1/8/82. (BAKER,J.)

Copy of pretrial minutes mailed to attorneys of record.

12/23/81 Plaintiff's Points & Authorities filed.

12/29/81 Defendants' Points & Authorities filed.

1/4/82 Cause called for bench trial. App: For Plaintiff - Marc Ansel, For Defendants - S. Craig Smith. On Plaintiff's Motion, the Defendant Parks is dismissed as to Count VIII as to rights claimed in Count VIII with prejudice. Oral motion by Plaintiff for leave to amend complaint to add as party defendant the individual members of the Board of Education of Paris Union School District No. 95, Motion denied. Opening statement by Mr. Ansel. Opening statement by Mr. Smith. Evidence presented for Plaintiff. Witnesses sworn and heard. Plaintiff rests 1:05 p.m. Evidence for Defendants. Witnesses sworn and heard. Defendants rest with exception of one deposition. Cause continued to 1/8/82 at 9:30 a.m. (BAKER,J.)

1/8/82 Bench Trial continued. Same appearances. Futher evidence presented by Defendants. Witnesses sworn and heard. Defendants rest. Rebuttal by Plaintiff. Witness sworn and heard. Proof closed. Argument for Plaintiff, argument for Defendants. Rebuttal for Plaintiff. Arguments heard, cause taken under advisement this date. (BAKER,J.)

1/13/82 Findings Of Fact, Conclusions of Law, Memo Opinion & Final Order entered. (BAKER,J.)
Copy mailed to attorneys of record.

Judgment On Decision by the Court entered.
Copy mailed to attorneys of
record.

J.S. #6 issued.

2/4/82 Notice Of Appeal filed by Defendants.

Supersedeas Bond on Appeal filed by Defendants.

Costs Bond On Appeal filed by Defendants. Sum of $250.00 received and deposited in registry fund.

Short Record mailed to U.S. Court of Appeals.

2/17/82 Record mailed to U.S. Court of Appeals.
Copy of docket sheets mailed to attorneys of record.

4/1/82 Hearing on Petition for Attorney's Fees. App: For Plaintiff - Marc Ansel, For Defendants - S. Craig Smith. Cause called for hearing on Plaintiff's application for attorney's fees, costs and expenses. Hearing held. Finding by the court that the sum of $5,355.00 is a reasonable attorneys' fees for the Plaintiff in connection with the handling of litigation. That the Plaintiff is also entitled to recover the sum of $375.00 in travel costs, $33.00 in photocopying and long distance phone calls and $419.35 for expenses. Additional judgment in favor of the Plaintiff and against the Defendant in the sum of $6,182.35. (BAKER,J.)

Judgment on Decision by the Court entered.
Copy mailed to attorneys of record.

4/12/82 Report of Proceedings filed by Court Reporter.

4/16/82 Supplemental Record mailed to U.S. Court of Appeals.

5/13/82 Report of Proceedings on Bench Trial filed by Court Reporter.

6/14/83 Certified copy of Order from U.S.Court of Appeals Affirming District Court's Opinion.

**PROCEEDINGS IN THE
UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS,
DANVILLE, ILLINOIS**

IN THE UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF ILLINOIS

DANVILLE, ILLINOIS

Case No. 81-2116

JESSE A. VAIL,

Plaintiff,

vs.

BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95, TERRANCE C. PARKS, CHARLES R. FOX, and BERNIE RINEHART,

Defendants.

COMPLAINT

(Filed: April 28, 1981)

NOW COMES the Plaintiff, JESSE A. VAIL, by his attorneys, Zimmerly, Dodd, Ansel & Stout, P.C., and complains of Defendants BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95 ("Board"), TERRANCE C. PARKS, CHARLES R. FOX and BERNIE RINEHART, as follows:

Jurisdiction and Venue

1. This is an action for declaratory, injunctive and other relief. Jurisdiction over Counts I,II and VII is conferred on this Court by 28 U.S.C. §1331, 1343, 2201 and 2202 by virtue of the fact that Plaintiff's cause of action arises under the Constitution and laws of the United States. Jurisdiction over Counts III through VI, and Count VIII is conferred by this Court's pendent jurisdiction as the claims arise out of the same operative facts as Counts I and II. The Plaintiff alleges that Defendants violated the Fourteenth Amendment of the Constitution of the United States, the Civil Rights Act, 42 U.S.C. §1983, Article I Section 2 of the Illinois Constitution of 1970, and Plaintiff's contract rights under Illinois law. The amount in controversy exceeds the sum of $10,000 exclusive of interest and costs.

The violation of Plaintiff's rights alleged herein was committed within the County of Edgar, State of Illinois.

Parties

3. Plaintiff, Jesse A. Vail, who is and was at all times relevant hereto a citizen of the United States of America and the State of Illinois, resides in the County of Edgar, State of Illinois. He is a qualified and duly certified physical education teacher. He has had over twenty years of teaching and coaching experience at the high school or college level. He was hired by the Board in 1980 as District Athletic Director, District Physical Education Coordinator and Head Football Coach with related teaching duties.

4. Defendant Board of Education of Paris Union School District No. 95 is organized and exists under the laws of the State of Illinois and operates, manages, controls and maintains the Paris Union School District No. 95.

5. Defendants Terrance C. Parks, Charles R. Fox and Bernie Rinehart, were and have been at all times mentioned herein duly elected and authorized members of the Board. Each resides in Edgar County and is sued in Counts VII and VIII individually on the causes of action alleged therein.

6. Relief is sought against each and all of the Defendants as well as its or their successors, employees and all persons acting in concert or cooperation with them or at their direction.

7. In taking the actions alleged herein, Defendants acted and are continuing to act under the cloak of their official offices and under the color of the laws, ordinances, regulations, customs and usages of the State of Illinois.

8. The claims of the Plaintiff are properly joined herein by virtue of Rule 20 of the Federal Rules of Civil Procedure in that the Plaintiff asserts rights jointly and severally or alternatively, Plaintiff's right to relief under each Count arises out of the same transactions and occurrences, and questions of law and fact common to all Defendants will arise in this action.

Facts Giving Rise To Plaintiff's Causes of Action

9. On June 15, 1980, Plaintiff was a resident of Joliet, Illinois, and had been employed for approximately ten years as Supervisor of Recreation and Physical Education for the Stateville Correctional Center in Joliet, Illinois, under the auspices of the Department of Corrections of the State of Illinois.

10. On or about June 15, 1980, two members of the Board visited with the Plaintiff at his residence in Joliet, Illinois, to discuss possible employment of the Plaintiff as District Athletic Director, District Physical Education Coordinator, and Head Football Coach by the School District.

11. During subsequent discussions between the Plaintiff and agents an offer for such position if his salary terms were met, and if he was guaranteed at least two years of employment and moving expenses incurred in relocating himself and his family from Joliet to Paris, Illinois.

12. Subsequently, the Board met and agreed to offer the Plaintiff employment for at least two years, with a moving allowance plus a regular salary.

13. The Board then authorized James H. Cherry, Superintendent of the School District, to extend the above terms of this offer to the Plaintiff.

14. The Superintendent thereafter did extend the above terms of this offer to the Plaintiff by telephone.

15. On hearing the terms of the offer, the Plaintiff did accept the offer.

16. In reliance on the above representations made by the Board, the Plaintiff did terminate his employment with the Department of Corrections of the State of Illinois in Joliet, and did relocate himself and his family to Paris, Illinois, assuming his duties in accordance with the terms of the verbal agreement beginning July 15, 1980.

17. After the acceptance referred to in paragraph 15 above, the Plaintiff was tendered a document with terms substantially in accordance with the terms of the oral agreement referred to above, except that the duration of employment was for eleven months from July 15, 1980, to June 15, 1981.

18. The Plaintiff signed this document only after receiving express verbal assurance that the Board would extend his employment for an additional year following June 15, 1981. A copy of this document is attached hereto as Exhibit "A".

19. On March 2, 1981, the Board met in an open and public session and voted three to two not to renew the Plaintiff's contract for the ensuing school year. Defendants Parks, Fox and Rinehart voted for the majority.

20. During that meeting, a member of the Board indicated in the presence of approximately 100 members of the public that the Plaintiff's termination was based on allegations that the Plaintiff shifted funds among accounts under his (Plaintiff's) authority.

21. Said statement clearly implied that said shifting of funds was unauthorized and improper.

22. On or about March 3, 1981, the President and the Secretary of the Board wrote to the Plaintiff informing him that the Board had decided not to re-employ the Plaintiff for the ensuing school term, and that his contract of employment would terminate effective June 15, 1981. A copy of this letter is attached hereto as Exhibit "B".

23. Plaintiff did not engage in any unauthorized or wrongful shifting of funds, and Plaintiff's termination was without cause.

24. At no time has the Plaintiff been afforded a hearing at which he could reply to any purported cause for his termination.

25. Plaintiff has a property interest in continued employment with the School District beyond June 15, 1981, in that his agreement with the Board provided for employment for a period of at least two years from July 15, 1980, and there are explicit understandings and customs that he would have continued employment unless there was cause for termination. The bases upon which this property interest exists include but are not limited to the following:

A. The offer extended to the Plaintiff by the Board of terms of employment including a duration of at least two years.

B. The representation and assurance of at least two years of employment extended by the Board immediately prior to the Plaintiff's signing of the document attached hereto as Exhibit "A".

26. The Plaintiff would not have quit his job with the Department of Corrections of the State of Illinois in Joliet, Illinois, and relocated himself and his family from Joliet to Paris, Illinois, if he were not promised at least two years employment by the Board.

Causes of Action

27. Paragraphs one through twenty-six are hereby incorporated herein and made a part of each Count that follows.

For Count I of his Complaint, the Plaintiff alleges against the Board as follows:

Count I

(Federal Constitutional Violation by the Board)

28. The actions of the Board, and each of them, violated the Fourteenth Amendment of the United States Constitution in that they have deprived Plaintiff of property without due process of law. More specifically, the decision to terminate Plaintiff's employment prior to the end of his two year term of employment:

A. Was arbitrary and capricious in that it was based on unlawful and irrelevant criteria and was made without cause;

B. Was made without affording Plaintiff notice and a hearing conducted in accordance with generally accepted principles of elemental fairness and due process.

WHEREFORE, the Plaintiff respectfully requests this Court to:

A. Enter a judgment declaring that the Board has violated the constitutional rights of the Plaintiff;

B. Permanently enjoin and restrain the Board, its members, agents, assistants, successors, employees, attorneys and all persons acting in concert or cooperation with the Board or at its direction from futher violating the rights, privileges and immunities guaranteed to the Plaintiff under the constitution of the United States;

C. Issue an order prohibiting the Board from terminating Plaintiff's employment without cause prior to July 15, 1982, or in the alternative, requiring the immediate reinstatement of the Plaintiff to his position with all the rights and privileges due Plaintiff in such position;

D. Grant compensatory damages to the Plaintiff in the sum of $100,000.00;

E. Grant punitive damages to the Plaintiff in the sum of $100,000.00;

F. Grant Plaintiff his costs of this action, including reasonable attorneys' fees as allowed by law; and

G. Grant such other relief as this Court may deem just and proper.

Count II

(Federal Constitutional Violation by the Board)

For Count II of his Complaint, Plaintiff alleges against the Board as follows:

29. The disclosure at the meeting of March 2, 1981, of the purported reasons for not extending the Plaintiff's employment after June 15, 1981, was stigmatizing and damged the Plaintiff's reputation.

30. The action of the Board in publicizing the purported reasons for not extending the Plaintiff's employment for a second year violated the Fourteenth Amendment of the United States Constitution in that by said action the Board has deprived the Plaintiff of liberty without due process of law. More specifically, the said publication was made without affording Plaintiff notice and a hearing and an opportunity to demonstrate that said allegations were false or to otherwise defend his reputation in this regard.

WHEREFORE, the Plaintiff respectfully requests this Court to:

A. Enter a judgment declaring that the Board has violated the constitutional rights of the Plaintiff;

B. Grant compensatory damages to the Plaintiff in the sum of $100,000.00;

C. Grant punitive damages to the Plaintiff in the sum of $100,000.00;

D. Grant Plaintiff his costs of this action, including reasonable attorneys' fees as allowed by law; and

E. Grant such other and further relief as this Court may deem just and proper.

Count III

(State Constitutional Violation by the Board)

For Count III of his Complaint, Plaintiff alleges against the Board as follows:

31. The actions of the Board in terminating the Plaintiff without cause prior to the end of his two year term of employment violated Article I Section 2 of the Illinois Constitution of 1970 in that said actions deprived Plaintiff of liberty and property without due process of law, all as is described above.

WHEREFORE, the Plaintiff respectfully requests this Court to:

A. Enter judgment declaring that the Board violated the State constitutional rights of the Plaintiff;

B. Permanently enjoin and restrain the Board, its members, agents, assistants, successors, employees, attorneys and all persons acting in concert or cooperation with the Board or at its direction from futher violating the rights, privileges and immunities guaranteed to the Plaintiff under the constitution of the State of Illinois;

C. Issue an order prohibiting the Board from terminating Plaintiff's employment without cause prior to July 15, 1982, or in the alternative, requiring the immediate reinstatement of the Plaintiff to his position with all the rights and privileges due Plaintiff in such position;

D. Grant compensatory damages to the Plaintiff in the sum of $100,000.00;

E. Grant punitive damages to the Plaintiff in the sum of $100,000.00;

F Grant Plaintiff his costs of this action, including reasonable attorneys' fees as allowed by law; and

G. Grant such other relief as this Court may deem just and proper.

Count IV

(State Constitutional Violation by the Board)

For Count IV of his Complaint, the Plaintiff alleges against the Board as follows:

32. The actions of the Board in publicizing the purported reasons for not extending the Plaintiff's employment for a second year without providing the Plaintiff with notice and a hearing violated Article I, Section 2 of the Illinois Constitution of 1970 in that they deprived Plaintiff of liberty and property without due process of law, all as is described above.

WHEREFORE, the Plaintiff respectfully requests this Court to:

A. Enter a judgment declaring that the Board has violated the State constitutional rights of the Plaintiff;

B. Grant compensatory damages to the Plaintiff in the sum of $100,000.00;

C. Grant punitive damages to the Plaintiff in the sum of $100,000.00;

D. Grant Plaintiff his costs of this action, including reasonable attorneys' fees as allowed by law; and

E. Grant such other and futher relief as this Court may deem just and proper.

Count V

(Cause of Action Against the Board for Fraud)

For Count V of his Complaint, Plaintiff alleges against the Board as follows:

33. The statements and representations of employment for at least two years, made to the Plaintiff at the time he accepted the terms of employment and repeated at the time of his signing of the writing attached hereto as Exhibit "A" were made in order to induce the Plaintiff to terminate his employment in Joliet and relocate himself and his family in Paris, Illinois.

34. Said statements and representations were made falsely and fraudulently and with the intention of deceiving the Plaintiff.

35. Relying on these representations and statements and believing them to be true, Plaintiff was thereby induced to and did terminate his employment in Joliet, Illinois, and relocated to Paris, Illinois, for the purpose of his assuming the responsibilities of the position offered to him by the Board.

36. Said representations were false and were known by the Board to be false.

37. The Board did not intend to guarantee the Plaintiff emplcyment for at least two years.

WHEREFORE, the Plaintiff respectfully requests this Court to:

A. Grant compensatory damages to the Plaintiff in the sum of $50,000.00;

B. Grant punitive damages to the Plaintiff in the sum of $100,000.00; and

C. Grant such other relief as this Court may deem just and proper.

Count VI

(Cause of Action Against the Board for Breach of Contract)

For Count VI of his Complaint, Plaintiff alleges against the Board as follows:

38. The actions of the Defendant Board constituted a Breach of Contract, allowing the Plaintiff damages as provided by law.

WHEREFORE, Plaintiff respectfully requests this Court to grant compensatory damages to the Plaintiff in the sum of $50,000.00, plus costs of this action.

Count VII

(Cause of Action Against Certain Board Members for Violation of Federal Constitutional Rights)

For Count VII of his Complaint, Plaintiff alleges against the Defendants, Parks, Fox and Rinehart as follows:

39. The Defendants, Parks, Fox and Rinehart knew or reasonably should have known that their vote not to extend the Plaintiff's contract for a second year as previously promised and agreed would violate the Plaintiff's constitutional rights.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment against the individual Defendants Parks, Fox and Rinehart for compensatory damages in the amount of $100,000.00 and for punitive damages in the amount of $100,000.00, and for costs and reasonable attorneys' fees as provided by law, and for such other relief as this Court may deem just and proper.

Count VIII

(Cause of Action Against Certain Board Members for Fraud)

For Count VIII of his Complaint, the Plaintiff alleges against the Defendants Parks, Fox and Rinehart ("the individual Defendants") as follows:

40. Paragraphs 1 through 26 and 33 through 35 are hereby incorporated herein and made a part of this Count VIII.

41. Said representations were false and were known by the individual Defendants to be false at the time.

42. The individual Defendants did not intend to guarantee the Plaintiff employment for at least two years.

WHEREFORE, Plaintiff respectfully requests this Court to:

A. Grant compensatory damages to the Plaintiff from the individual Defendants in the sum of $50,000.00, and punitive damages in the sum of $100,000.00, and his costs of this action.

/s/ Jesse A. Vail
Plaintiff

/s/ Marc J. Ansel
One of His Attorneys

ZIMMERLY, DODD, ANSEL & STOUT, P.C.
201 American National Bank Bldg.
Post Office Box 3475
Champaign, IL 61820
(217) 356-6363

ATTORNEYS FOR PLAINTIFF

BOARD OF EDUCATION
OF PARIS UNION SCHOOL DISTRICT NO. 95
PARIS, ILLINOIS
ADMINISTRATIVE CONTRACT

IT IS HEREBY AGREED by and between the Board of Education of Paris Union School District No. 95, of the County of Edgar and State of Illinois, and Jesse A. Vail, a legally qualified administrator, that said administrator shall be employed in the position of District Athletic Director, District P.E. Coordinator and Head Football Coach, in the public schools of such district beginning July 15, 1980, and ending on June 15, 1981. (Eleven months)* Said administrator agrees to fulfill all his duties to the best of his ability in accordance with the provisions of the Illinois School Code; and to observe faithfully all the rules and regulations prescribed by the Board, the Superintendent of Schools, for the said school term. The compensation to be paid shall be the sum of $21,000 annually* payable twice a month.

Provided, that in case the said administrator shall be dismissed from said position by the said Board, or their successors in office, for any violation of any of the stipulations of this contract, in case his certificate should be revoked by the Regional Superintendent, or should he violate any of the provisions of the Illinois School Code, he shall not be entitled to compensation after such dismissal or revocation.

This contract is to be signed by the administrator and returned to the office of the Superintendent of District No. 95.

*Moving allowance in the sum of $1,200 in addition to salary.

Exhibit "A"

PARIS UNION SCHOOL DISTRICT NO. 95

/s/ James H. Cherry
Superintendent

/s/ Orville L. Williamson
President

/s/ Jesse A, Vail
Administrator

/s/ Terrance C. Parks
Secretary

(Letterhead omitted in printing)

March 3, 1981

Mr. Jesse Vail
409 West Madison Street
Paris, Illinois 61944

Dear Mr. Vail:

You are hereby notified that the Board of Education of Paris Union School District No. 95, Edgar County, Illinois, has decided it will not re-employ you as District Athletic Director, District Physical Education Coordinator, Head Football Coach, and related teaching duties in this school district for the ensuing school term, and your contract of employment will therefore terminate effective June 15, 1981.

Very Truly Yours,

BOARD OF EDUCATION OF PARIS UNION
SCHOOL DISTRICT NO. 95
EDGAR COUNTY, ILLINOIS

By /s/ Terrance C. Parks,
Sec. P.U.S.D. # 95
Secretary

By /s/ Orville L. Williamson
President

Exhibit "B"

(Title omitted in printing)

IN THE UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF ILLINOIS

DANVILLE, ILLINOIS

MOTION TO DISMISS FOR LACK OF JURISDICTION

(Filed: May 18, 1981)

(See Petition for a Writ of Certiorari to the United States Court of Appeals for the Seventh Circuit--App. 53)

IN THE UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF ILLINOIS

DANVILLE, ILLINOIS

Case No. 81-2116

JESSE A. VAIL,

Plaintiff,

vs.

BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95, TERRANCE C. PARKS, CHARLES R. FOX and BERNIE RINEHART,

Defendants.

ORDER

(Filed: June 5, 1981)

(See Petition for a Writ of Certiorari to the United States Court of Appeals for the Seventh Circuit--App. 50)

(Title omitted in printing)

IN THE UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF ILLINOIS

DANVILLE, ILLINOIS

ANSWER

(Filed: July 1, 1981)

Now comes the Defendants, BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95, TERRANCE C. PARKS, CHARLES R. FOX and BERNIE RINEHART, by S. Craig Smith of Dillavou, Overaker, Asher and Smith, and answers Complaint filed by the Plaintiff, JESSE A. VAIL, as follows:

JURISDICTION AND VENUE

1. Defendants deny the Plaintiff has filed a Complaint which gives the United States District Court for the Central District of Illinois, jurisdiction and venue in this matter.

2. Defendants deny that Plaintiff's rights were violated.

3. Defendants admit allegations of Paragraph 3.

4. Defendants admit the allegation of Paragraph 4.

5. Defendants admit the allegations of Paragraph 5.

6. Defendants deny the allegations of Paragraph 6.

7. Defendants admit the allegations of Paragraph 7.

8. Defendants deny that Plaintiff has filed his action properly in the United States District Court for the Central District of Illinois, and denies the remaining allegations of Paragraph 8.

9. Defendants admit the allegations of Paragraph 9.

10. Defendants admit the allegations of Paragraph 10.

11. Defendants deny the allegations of Paragraph 11.

12. Defendants deny the allegations of Paragraph 12.

13. Defendants deny the allegations of Paragraph 13.

14. Defendants deny that the Superintendent extended to the Plaintiff employment for at least two years, but admit that the Plaintiff was extended employment for one year.

15. Defendants deny that the Plaintiff was extended an offer of two years employment, but admit that Plaintiff did accept one year's employment.

16. Defendants deny the Plaintiff was extended employment for a period of two years, but admit that the Plaintiff was extended a period of employment for one year, and admit that the Plaintiff did relocate himself and his family to Paris, Illinois, and began his duties on July 15, 1980. Defendants deny that the Plaintiff was offered any verbal agreement, but admit that the Plaintiff was offered a written contract which he executed.

17. Defendants deny that the terms of the written contract, were altered in any way, and that the Plaintiff was given a written contract in accordance with any terms given him orally.

18. Defendants deny the allegations of Paragraph 18.

19. Defendants admit the allegations of Paragraph 19.

20. Defendants deny the allegations of Paragraph 20.

21. Defendants deny the allegation of Paragraph 21.

22. Defendants admit the allegation of Paragraph 22.

23. Defendants state that the allegations contained in Paragraph 23 are not material to the issue presented by the Plaintiff, and affirmatively state that the Plaintiff, as a first-year probationary teacher, was not entitled to termination with cause; or in the alternative denies the allegations in Paragraph 23.

24. Defendants affirmatively state that the Plaintiff was a one year contract employee, and under the School Code of Illinois was not entitled to any hearing, termination with cause, or notice other than that given by the Board as alleged in Paragraph 22 of Complaint filed herein.

25. Defendants deny the allegations of Paragraph 25.

25A. Defendants deny the allegations of Paragraph 25A.

25B. Defendants deny the allegations of Paragraph 25B.

26. Defendants deny the allegations of Paragraph 26.

CAUSES OF ACTION

27. Defendants answers to Paragraph 1 through 26 are hereby incorporated herein and made a part of each answer to Counts that follow.

For answer to Count I of Plaintiff's Complaint, Defendants state as follows:

COUNT I

28. Defendants deny the allegations of Paragraph 28.

28A. Defendants deny the allegations of Paragraph 28A.

28B. Defendants deny the allegations of Paragraph 28B.

WHEREFORE, the Defendants respectfully request this Court to dismiss Count I of the Complaint filed herein and for their costs herein.

COUNT II

For answer to Count II of Plaintiff's Complaint, Defendants state as follows:

29. Defendants deny the allegations of Paragraph 29.

30. Defendants deny the allegations of Paragraph 30.

WHEREFORE, the Defendants respectfully request this Court to dismiss Count II of the Complaint filed herein and for their costs herein.

COUNT III

For answer to Count III of Plaintiff's Complaint, Defendants state as follows:

31. Denies the allegations of Paragraph 31.

WHEREFORE, the Defendants respectfully request this Court to dismiss Count III of the Complaint filed herein and for their costs herein.

COUNT VII

For answer to Count VII of Plaintiff's Complaint, Defendants state as follows:

39. Defendants deny the allegations of Paragraph 39.

WHEREFORE, the Defendants respectfully request this Court to dismiss Count VII of the Complaint filed herein and for their costs herein.

COUNT VIII

For answer to Count VIII of Plaintiff's Complaint, Defendants state as follows:

40. Defendants deny the allegations of Paragraph 40.

41. Defendants deny the allegations of Paragraph 41.

42. Defendants deny the allegations of Paragraph 42.

WHEREFORE, the Defendants respectfully request this Court to dismiss Count VIII of the Complaint filed herein and for their costs herein.

BOARD OF EDUCATION OF
PARIS UNION SCHOOL
DISTRICT NO. 95, TERRANCE C. PARKS,
CHARLES R. FOX and BERNIE RINEHART, Defendants,

By: /s/ Orville L. Williamson
President of School Board

By: /s/ Terrance C. Parks
Secretary of School Board

(Jurat and Proof of Service omitted in printing)

DILLAVOU, OVERAKER, ASHER & SMITH
Attorneys for Defendants
236 West Court Street
Paris, Illinois 61944
Telephone: (217) 465-6444

IN THE UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF ILLINOIS

DANVILLE, ILLINOIS

Case No. 81-2116

JESSE A. VAIL,

Plaintiff,

vs.

BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95, TERRANCE C. PARKS, CHARLES R. FOX and BERNIE RINEHART,

Defendants.

FINDINGS OF FACT, CONCLUSIONS OF LAW, MEMORANDUM OPINION, AND FINAL ORDER

(Filed: January 13, 1982)

(See Petition for a Writ of Certiorari to the United States Court of Appeals for the Seventh Circuit--App. 43)

IN THE UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF ILLINOIS

DANVILLE, ILLINOIS

Case No. 81-2116

JESSE A. VAIL,

Plaintiff,

vs.

BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95, TERRANCE C. PARKS, CHARLES R. FOX and BERNIE RINEHART,

Defendants

JUDGMENT

(Filed: January 13, 1982)

This action came on for trial before the Court, Honorable Harold A. Baker, United States District Judge, presiding, and the issues having been duly tried and a decision having been duly rendered.

It is Ordered and Adjudged that on Count I of the complaint the plaintiff, Jesse A. Vail, have and recover of the defendant, Board of Education of Paris Union School Dist.# 95, the sum of Nineteen thousand eight hundred fifty and 99/100 Dollars ($19,850.99) and costs of suit.

It is further ordered that on Count II judgment entered in favor of the defendant and against the plaintiff.

It is further ordered that Counts III, IV, V, and VI of the complaint are dismissed without prejudice.

It is further ordered that judgment is entered in favor of the defendants and against the plaintiff on Count VII.

It is further ordered that Count VIII is dismissed without prejudice.

Dated at Danville, Illinois this 13th day of January, 1982.

/s/ Robert J. Kauffman
Clerk of Court

IN THE UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF ILLINOIS

DANVILLE, ILLINOIS

(Title omitted in printing)

NOTICE OF APPEAL

(Filed: February 4, 1982)

Notice is hereby given that BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95, et.al., Defendants herein, appeals to the United States Court of Appeals for the Seventh Circuit from the final Judgment entered on this action on January 13, 1982..

The names of the parties to this Judgment and the names

and addresses of their respective attorneys are: BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95, TERRANCE C. PARKS, CHARLES R. FOX, and BERNIE RINEHART, Appellants herein, who are represented by S. CRAIG SMITH of Dillavou, Overbaker, Asher and Smith, 236 West Court Street, Paris, Illinois 61944, Telephone: (217) 465-6444; JESSE A. VAIL, who is represented by MARC J. ANSEL of Erwin, Martinkus and Cole, Lts., 501 West University Avenue, Champaign, Illinois 61820, Telephone: (217) 351-4040.

DATED: February 2, 1982.

BOARD OF EDUCATION
OF PARIS UNION
SCHOOL DISTRICT NO. 95, et al.,
Appellants

BY:/s/ S. Craig Smith
Attorney for Appellants

DILLAVOU, OVERAKER, ASHER & SMITH
236 West Court Street
Paris, Illinois 61944
Telephone: (217)465-6444

(Proof of Service omitted in printing)

PROCEEDINGS IN THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT, CHICAGO, ILLINOIS

UNITED STATES COURT OF APPEALS

FOR THE SEVENTH CIRCUIT

CHICAGO, ILLINOIS

Case No. 82-1202

JESSE A. VAIL,

Plaintiff-Appellee,

vs.

BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95. TERRANCE C. PARKS, CHARLES R. FOX and BERNIE RINEHART,

Defendants-Appellants.

OPINION

(Filed: April 19, 1983)

(See Petition for a Writ of Certiorari to the United States Court of Appeals for the Seventh Circuit--App.1)

UNITED STATES COURT OF APPEALS

FOR THE SEVENTH CIRCUIT

CHICAGO, ILLINOIS

Case No. 82-1202

JESSE A. VAIL,

Plaintiff-Appellee,

vs.

BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95. TERRANCE C. PARKS, CHARLES R. FOX and BERNIE RINEHART,

Defendants-Appellants.

JUDGMENT

(Filed: April 19, 1983)

This cause was heard on the record from the United States District Court for the Central District of Illinois, Danville Division, and was argued by counsel.

On consideration whereof, IT IS ORDERED AND ADJUDGED by this Court that the judgment of the said District Court in this cause appealed from be, and the same is hereby, AFFIRMED, with costs, in accordance with the opinion of this Court filed this date.

PROCEEDINGS IN THE UNITED STATES SUPREME COURT

IN THE SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1983

BOARD OF EDUCATION OF PARIS UNION SCHOOL DISTRICT NO. 95, TERRANCE C. PARKS CHARLES R. FOX and BERNIE RINEHART,

Petitioners,

vs.

JESSE A. VAIL

Respondent.

ORDER

(Filed October 3, 1983)

ORDER ALLOWING CERTIORARI. FILED OCTOBER 3, 1983.

The petition herein for a writ of certiorari to the United States Court of Appeals for the Seventh Circuit is granted.